

Sendai BOSAI-TECH Innovation Platform Terms of Service

Article 1: Name

The Platform is titled “Sendai BOSAI-TECH Innovation Platform”.

Article 2: Purpose, etc.

1. The Platform is intended to develop a BOSAI-TECH innovation ecosystem and foster the creation of industries related to disaster prevention and response, in pursuit of the ideals of the Sendai Framework for Disaster Risk Reduction.
2. The Platform will carry out the initiatives specified below in order to achieve the purposes of the preceding paragraph.
 - (i) Fostering the development of a BOSAI-TECH innovation ecosystem;
 - (ii) Fostering the creation and growth of businesses related to disaster prevention and response; and
 - (iii) Other initiatives necessary to achieve the purposes of the Platform.

Article 3: Administration

1. The City of Sendai Economic Affairs Bureau will set up an administration for the general affairs of the Platform’s activities.
2. The City of Sendai Economic Affairs Bureau will be entitled to outsource a part of the general affairs of the Platform’s activities.

Article 4: Definitions

The terms used herein shall have the meanings below.

- (i) “Platform” means the “Sendai BOSAI-TECH Innovation Platform” sponsored and operated by the City of Sendai Economic Affairs Bureau.
- (ii) “Administration” means the City of Sendai Economic Affairs Bureau, and corporations or individuals designated by the City of Sendai Economic Affairs Bureau, responsible for the general affairs of the Platform’s activities.
- (iii) “Events” means events and programs sponsored by the Administration or its designee(s).
- (iv) “Operator” means the Office and the parties designated by the Administration to operate Events.
- (v) “Participant” means any parties participating in Events.

Article 5: Terms of Membership

1. The following memberships are available on the Platform.
 - (i) Individual Member
Individuals that support the aims of the Platform and have completed Member Registration as prescribed by the Administration.
 - (ii) General Member
Companies, local governments, academic research organizations, and other groups that support the aims of the Platform and have completed Member Registration as prescribed by the Administration.
2. Corporations or individuals wishing to register as Members will be entitled to apply to the Administration for registration to use the Platform as Members (“Member Registration”), by consenting to comply with these Terms and providing registration information prescribed by the Administration using a method specified by said Administration.
3. The Administration shall determine whether to allow Member Registration for interested corporations or individuals that have applied for registration under the preceding paragraph (“Prospective Members”) and, if it allows such Member Registration, shall notify the Prospective Members to that effect, whereupon their Member Registration shall be complete.
4. Members will be entitled to use IDs issued by the Administration to use the Platform.

Article 6: Changes to Registered Information

When there are any changes to registered information submitted to the Administration, the Member shall notify the Administration promptly of the changes using a method specified by the Administration.

Article 7: Refusal of Use, Deregistration, etc.

1. If the Administration determines that a Prospective Member or a Member falls under or may fall under any of the following items, the Administration will be entitled to refuse such Prospective Member’s or Member’s use of the Platform in whole or in part, or annul such Member’s existing Member Registration:
 - (i) when registration information submitted to the Administration is false in whole or in part;
 - (ii) when the Prospective Member or the Member is a minor, adult ward, or person under curatorship or assistance, and has not obtained the consent etc. of a statutory agent, guardian, curator, or assistant;

- (iii) when the Prospective Member or the Member is part of an anti-social force etc., or has an unacceptable association with an anti-social force etc., such as by utilizing or providing funding, or advantages to the same; or
- (iv) when the Administration otherwise determines that the Member Registration is not appropriate, or it is otherwise inappropriate for the Member to continue using the Platform.

Article 8: Prohibitions

The Administration prohibits members from conducting any act that falls under or is considered by the Administration to violate any of the following items during use of the Platform:

- (i) conduct that violates/breaches these Terms or laws/regulations;
- (ii) conduct contrary to public policy;
- (iii) conduct infringing the intellectual property rights, portrait rights, privacy rights, honor, or other rights or interests of the Administration, Platform Members, or third parties;
- (iv) any promotion/publicity, advertisement, solicitation, or marketing activity on the Platform which is not authorized by the Administration;
- (v) sending excessive communications to other Members or users, or otherwise impeding the activity of the Platform; or
- (vi) any other conduct that the Administration deems unsuitable.

Article 9: Ownership of Rights

1. Members shall represent and warrant to the Administration that such Members have the lawful right to post or otherwise transmit their own posts, messages, and other comments (“Posts etc.”) on the Platform, and that the information included in such Posts etc. will not infringe any rights of third parties.
2. Members shall grant the Administration to non-exclusive use (including, without limitation, reproduction, distribution, creation of derivative works, etc.) of the information included in Posts etc. for publication in media etc. to achieve the purpose described in Article 2, Paragraph 1. However, the foregoing excludes cases where the member has requested it not be released in advance, this additionally applies to messages between Members via the Platform.
3. All intellectual property rights etc. related to the Platform and the information included in Posts etc. shall belong to the Administration or to persons to whom the Administration has licensed the same, and Members shall consent in advance that the authorization to use the Platform under these Terms does not signify any licensing of such intellectual property rights etc. and the information included in Posts etc.

4. Members shall consent in advance that they will not exercise moral rights of author against the Administration and successors/licensees of the Administration.

Article 10: Disclaimer, Limitation of Liability

1. The Administration shall not have any involvement in or bear any liability for any problems arising between Members or Members and third parties in connection with the Platform. Such problems shall be resolved among the parties concerned.
2. The Administration make no guarantee of truthfulness, up-to-dateness, certainty, or usefulness of information or advice provided by Members in connection with the Platform.
3. The Administration shall bear no indemnity liability in regards to any incidental damage, indirect damage, special damage, future damage, or lost profits related to the damage suffered by the relevant Member.

Article 11: Events

1. The Administration will be entitled to operate Events or designate operators to operate Events for the purpose of the entirety of Article 2
2. The administration shall bear no liability whatsoever in regard to any disputes arising between operator and participant in connection with such applications for or agreements related to Events. However, the foregoing excludes cases where the Administration is the Operator or part of an Operator.
3. In connection with the activity of Events, the Administration and Operators shall be entitled to capture photos or videos and gather material, and shall, for the purpose of Article 2, Paragraph 1., be entitled to publish in media etc.. However, the foregoing excludes cases where the member has requested it not be released in advance.

Article 12: Amendment of Terms, etc.

The Administration shall be entitled to amend these Terms if the Administration determines that it is necessary. If these Terms are changed, the Administration shall promptly notify the members. Terms as amended shall, unless otherwise specified by the Administration (as the case may be), take effect from the time of their publication on a website of the Platform.

Article 13: Miscellaneous

In addition to the matters prescribed in this Terms, other necessary matters in connection with the Platform or the operating of Events shall be provided for separately by the Administration or Operators.

Supplementary Provisions.

This Terms shall come into effect on February 3, 2022.